

TERM AND SUPPLY CONTRACT

THIS CONTRACT, by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the State of Missouri, hereinafter referred to as "the County" and **SKC COMMUNICATIONS**, 8320 South Hedge Lane, Shawnee Mission, Kansas, hereinafter referred to as "SKC," is made and entered into this 4th day of August, 2015.

WITNESSETH:

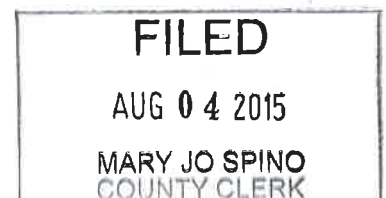
WHEREAS, the County's Information Technology Department has a need for ongoing hardware and software maintenance and services of the voice over internet protocol (VoIP) system; and,

WHEREAS, by Request for Proposals (RFP) No. 32-15, the County has solicited formal written proposals for the furnishing of hardware and software maintenance and services for use by the Information Technology Department; and,

WHEREAS, SKC submitted a proposal in response to the County's RFP No. 32-15; and,

WHEREAS, the County evaluated SKC's Proposal as adequate and, by Resolution 18896, dated July 27, 2015, awarded SKC a twenty-four month term and supply contract with two twelve-month options to extend for the furnishing of hardware and software maintenance and services for the County; and,

WHEREAS, this Agreement adequately sets out the rights and obligations of the parties regarding this matter; now therefore,



It is agreed by and between the parties as follows:

1. SKC shall perform specifically requested hardware and software maintenance and services, in accordance with the specifications set out in the County's RFP No. 32-15.

2. The County's RFP No. 32-15 and SKC's Proposal in response thereto are specifically incorporated into this Agreement. Together, these documents incorporate the entire agreement and understanding of the parties. In the event of a conflict among the provision of any of these documents, the provision of the document in the higher position in the following order shall prevail:

- a. This Agreement.
- b. SKC's Proposal; and,
- c. RFP No. 32-15.

3. SKC shall work as an independent contractor and not as an employee of County. SKC shall be subject to the direction of County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. SKC shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

4. SKC shall bill County at the rates specified in its proposal.

5. SKC shall bear all the expenses of its work under this Agreement.

6. The term of this Agreement shall commence as of August 1, 2015, and shall continue through July 31, 2017, ("Initial Term") unless earlier terminated as hereinafter

provided. Following the Initial Term, and at the agreement of both parties, this Agreement will automatically renew for up to two additional twelve-month periods ("Renewal Terms"), unless and until this Agreement is terminated as hereinafter provided.

7. SKC shall be responsible for its own compliance with all applicable federal, state, and local laws and regulations of the jurisdiction(s) in which SKC's services shall be rendered.

8. SKC promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County.

9. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. This Agreement shall be governed by the laws of the State of Missouri.

11. SKC shall treat all information, not generally and publicly available, learned in the course of providing the services as confidential, and SKC hereby agrees not to directly or indirectly disclose such confidential information to any third party. SKC will use the Confidential Information solely in connection with providing Services hereunder and will disclose the Confidential Information only to those of its employees, associates and agents who have a bona fide need to know such information in order to further the purposes of this Agreement.

12. SKC shall defend, indemnify, and hold harmless County from and against any and all claims, liabilities, judgments, costs, damages, expenses, and attorneys' fees in connection with any Proceeding, to which County is was, or at any time becomes a party or is threatened to be made a party due to an intentional, negligent or wrongful act or omission by SKC or its employees or SKC's breach of the Agreement.

13. No party hereto shall have the right to assign this Agreement to any other person or firm without the prior written consent of the other.

14. If any other provision of this Agreement is invalid, or incapable of being enforced by reason of any rule or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein. SKC and the County recognize that the County intends to satisfy its financial obligation to SKC hereunder out of funds annually appropriated for that purpose by the County.

15. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify SKC of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid

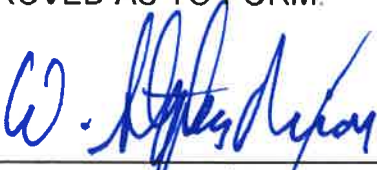
for the Services, if earlier.


16. This Agreement may be terminated by either party hereto by giving thirty days' notice in writing to the other party of its intent to cancel. In the event of cancellation by the County, payment shall be made to SKC for services rendered until the date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or SKC may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the SKC to the County within three days of the demand of the County.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI


By 
W. Stephen Nixon
County Counselor

By 
Q. Troy Thomas
Director of Finance and Purchasing

ATTEST:

SKC COMMUNICATONS


Mary Jo Spino
Clerk of the County Legislature

By 
Federal I.D. Number 27-4159891

REVENUE CERTIFICATE

This award is made on a need bases and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases is subject to annual appropriations.


Date


Director of Finance and Purchasing